

## **C.8 LABOR**

FAT&LC and GCBCTC will supply labor for the Silo 3 Project as described below. The Contractor shall supply all management and specialized treatment operations personnel.

### **C.8.1 Introduction**

The FDF contract with DOE gives FDF responsibility for managing labor relations at the FEMP. FDF Industrial Relations (IR) negotiated a PLA with the GCBCTC, including all addendums, and a CBA with the FAT&LC. The PLA is provided as Attachment J.4.8 and the CBA is included as Attachment J.4.7. Jurisdictional assignments for the GCBCTC crafts shall be made by the Contractor in accordance with provisions of the PLA. IR will meet with the Contractor in order to promote a better understanding of these agreements.

FDF retains primary responsibility for administering and interpreting both the PLA and CBA.

The FAT&LC represents FDF wage employees and affiliated Metal Trade Unions. The GCBCTC represents Building Trade employees and the twenty affiliated unions. Figure C.8-1 shows the affiliated unions for both councils.

To promote cooperative labor relations, FDF has increased communication, team work, trust, and productivity between FDF management and the represented workforce and shared information in a timely manner with the respective signatory labor unions.

To continue cooperative labor relations for the Silo 3 Project, the Contractor shall develop a Labor Relations/Work Force Utilization Plan. This plan will be reviewed by FDF prior to mobilization and shall address, at least, the following information:

1. Who within the Contractor's organization shall be responsible for labor relations to promote cooperative labor relations and compliance with the terms and conditions of the PLA and CBA?
2. How will communications be handled to promote teamwork, partnering, and coordination within the represented workforces?
3. How will the represented workforces be integrated into the project as a whole?
4. How will the Contractor support dispute resolution to minimize grievances?
5. How will the Contractor coordinate its labor relations efforts with FDF?

Safety and health of all FDF and Contractor personnel is the first priority of FDF. Implementation of health and safety relative to this project involves a concerted effort among

DOE, FDF, the represented workforce, and the Contractor. The Contractor shall conform to FDF's commitment to safety in the workplace, which extends to all employees and contract personnel. The Contractor shall conform to FDF's guarantees to its employees, with respect to health and safety which include:

1. The right to know hazards;
2. The right to refuse work;
3. The right to have input regarding health and safety issues;
4. The right to personal protective equipment without charge to the employee; and
5. The right to participate in the safety excellence program.

These employee and Contractor personnel rights are defined in Section 4 of the CBA (Attachment J.4.7).

### **C.8.2 Labor Planning**

Figure C.8-2 shows the division of work between the FAT&LC and GCBCTC and represents the work activities which FDF anticipates to be performed by FAT&LC and/or GCBCTC. Although FDF is responsible for the management and supervision of the FDF work force, the Contractor shall provide technical oversight and direction for all activities performed by the FDF work force. Figure C.8-3 shall be used to designate the number of FAT&LC and/or GCBCTC needed for each operation.

The Labor Relations/Work Force Utilization Plan shall show how the Contractor plans to incorporate the FAT&LC and/or GCBCTC into the work process (Section C.8.4).

FAT&LC Wage Position Descriptions are included in Attachment J.4.12.

### **C.8.3 FAT&LC Workforce Provisions**

#### **C.8.3.1 Management and Supervision**

Management of the FAT&LC workforce shall be a cooperative effort between the Contractor's supervisor(s) and the FDF Team Leader(s). The FDF/FAT&LC personnel will perform work under the direct supervision of the FDF Team Leader. The Contractor's Supervisor shall provide technical oversight and direction and provide input regarding personnel needs and effectiveness to the FDF Team Leader. The FDF Team Leader will assist the Contractor's supervisor in scheduling training and procedure implementation with respect to the FAT&LC workforce. The Team Leader will coordinate, with the Contractor's Supervisor, activities such as disciplinary action, the employee replacement process, absenteeism, sick time, holidays, vacations, attrition, overtime scheduling, work schedules, and other project logistic issues.

### **C.8.3.2 FAT&LC Workforce Staffing**

FAT&LC personnel will perform waste retrieval, maintenance, operations support, packaging, staging, loading, and shipping activities. Contractor technicians shall operate and control the stabilization/solidification process equipment. FDF will make the final decisions on workforce staffing after contract award.

The Contractor shall establish required training for the allocated work positions that will constitute the Contractor's labor force.

The Contractor shall develop a work allocation table as outlined in Figure C.8-3 and develop a block flow diagram showing how it plans to incorporate the wage employees into its process. Attachment J.4.12 provides the FAT&LC wage positions descriptions. The Labor Relations/Work Force Utilization Plan shall reflect the entire project schedule by year from the time of identification of FAT&LC wage employees (i.e., prior to start-up) through project completion, and outline the FAT&LC work force requirements for each year. This Work Force Utilization Plan shall identify the number and duration of shifts, the number of wage positions required for each shift, the number of Team Leaders required by shift (or day, as appropriate), and the number of days of processing before shutdown for planned maintenance downtime. The Work Force Utilization Plan shall include allowances in the contract for absenteeism, training, vacations, holidays, and attrition using the guidance described in Section C.8.3.6.

The Contractor shall notify FDF of the need and number of personnel required at least 30 calendar days in advance of the need. FDF will post the positions and selection shall be made in accordance with provisions of the CBA. During the Qualifying Period (CBA, Section 17-8), the Contractor and the FDF Team Leader shall assess the capability of the employees to perform the job. If the Contractor finds an employee is incapable of performing the new job, the Contractor shall document its findings and provide them to the FDF Contract Administrator. Final determination shall be made by FDF IR based upon conformity to the CBA and FDF HR Policy 145.

A list of personnel and alternates will be maintained by the FDF Team Leader, who are continuously available for immediate emergency maintenance to minimize shutdown or correct newly identified safety needs and system modifications.

The Contractor shall inform the FDF Team Leader of maintenance personnel needed to support the Silo 3 Project, not later than six months prior to start-up of operations including:

- ! Number of personnel in each maintenance craft needed;
- ! Maintenance supervisory support needed; and
- ! Shift coverage needed.

### **C.8.3.3 Dispute Resolution**

All disputes shall be handled in accordance with the CBA, Grievance Procedure and Arbitration, Article VIII. The Contractor shall support FDF with information, documentation and testimony as required during the process. FDF retains the sole right of dispute resolution with the FAT&LC.

#### **C.8.3.4 Disciplinary Action**

The Contractor shall address concerns involving violation of the rules of conduct through the FDF Team Leader in accordance with the CBA and HR Policy 145 (Attachment J.4.27). Any concerns, not addressed by the FDF Team Leader, shall be brought to the attention of the FDF Contract Administrator.

#### **C.8.3.5 Team Leader/Employee Replacement Process**

FDF will maintain qualified site trained personnel for replacement of Team Leaders. FDF will establish a pool of personnel to be available to cover work of employees who terminate, are promoted, transfer, or take an assignment vacancy. Site trained personnel will be made available within 30 calendar days of occurrence of the termination.

#### **C.8.3.6 Absenteeism, Sick Time, Holidays, Vacation, Attrition, and Training**

The Contractor shall include a factor for absenteeism for sick time, personal leave, vacation and holidays in workforce planning. Currently FDF uses a factor of 25 percent for additional personnel due to sickness, training, holidays, vacation, attrition, and absenteeism.

#### **C.8.3.7 Work Hours**

Normal shifts and work hours shall be in accordance with the CBA. Changes in the normal shift and work hours shall only occur after mutual consent of FAT&LC and FDF and must be in accordance with the provisions of the CBA. Overtime shall be assigned in accordance with CBA Section 15-6. The FDF Team Leader will assure administration of these provisions.

### **C.8.4 Contractor Responsibilities**

#### **C.8.4.1 Labor Relations/Work Force Utilization Plan**

The Contractor shall submit, and implement, a Labor Relations/Work Force Utilization Plan for review and approval by FDF, including a block flow diagram and work allocation table as described in Section C.8.3.2. This plan shall identify required FDF Team Leader and FDF wage positions by description and number of each required by shift.

#### **C.8.4.2 Operational and Maintenance Procedure Training**

The Contractor shall coordinate all project-specific operational and maintenance training required for personnel, to include FAT&LC, FDF Team Leaders, and all replacements through

the duration of the contract. All training will be coordinated through the FDF training program (Section C.5.4.1.2).

**C.8.4.3 Payment of Overtime and Labor Hours in Excess of Authorized Hours**

Overtime or other additional hours including those of additional personnel, not included in the approved Labor Relations/Workforce Utilization Plan, shall be at the Contractor's cost, as discussed in Section H.58.

**C.8.5 Labor Issues Roadmap**

FDF has supplied Figure C.8-4, Labor Issues Roadmap, to assist the Contractor in identifying CBA and PLA articles addressing various labor issues. This roadmap does not relieve the Contractor of its responsibility to read and understand the CBA between FDF and the FAT&LC (Attachment J.4.7) and the PLA between FDF and the GCBCTC (Attachment J.4.8).

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**Figure C.8-1 Affiliated Unions for FAT&LC and GCBCTC**


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<b>Fernald Atomic Trades &amp; Labor Council (FAT&amp;LC)</b>		
<b>Union</b>	<b>Local Number</b>	<b>Job Titles</b>
Bricklayers	18	Masons
Carpenters/Joiners	2380	Millwright
Chemical Workers	501	HazWat
Electricians	1825	Instrument Mechanic
Firemen and Oilers	7	Boiler Operator
		Boiler Operator Helper
		Oiler
Service Employees	1199	Porters/Maintenance
		Laborers
Laundry Workers	248	Dry Cleaner
Machinists	1901	Industrial Mechanic
Operating Engineers	20	Stationary Engineer
		Water Plant Operator
		Asst. Water Plant Operator
		Bulldozer Operator
		Pump Operator
		Wastewater Plant Operator
		Heavy Equipment Operator
Paperhangers	308	Painters
Plumbers and Gas Fitters	59	Pipefitter
		Welder
Teamsters	100	Motor Vehicle Operator
		Storeroom Attendant
		Laborer (Transportation)
		Quality Assurance Checker

  

<b>Greater Cincinnati Building and Construction Trades Council (GCBCTC) Unions</b>	
<b>Union</b>	<b>Local Number</b>
Asbestos Workers	8
Boilermakers	105
Bricklayers	18
Carpenters	District Council
Cement Masons	524
Electricians	212
Glaziers	387
Iron Workers (Structural)	44
Iron Workers (Rebar)	372
Laborers	265
Lathers	47-L
Millwrights	1066
Operating Engineers	18
Painters	12
Pipe Fitters	392
Plasterers	1
Plumbers and Gas Fitters	59
Roofers	42
Sheet Metal	24
Sprinkler Fitters	669
Teamsters	100

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**Figure C.8-2 Silo 3 Project Remediation Work Allocation**

To ensure compliance with the PLA with the GCBCTC and the CBA with the FAT&LC, the proposed work allocation for the remedial waste treatment and disposal of the Silo 3 Project will be as follows:

**GCBCTC**

- Construction of the treatment facility;
- Installation of process equipment and any other temporary facilities;
- Demolition of the treatment facility; and
- Utility connections.

**FAT&LC**

- Assist Contractor in receiving and shipping material and equipment required to construct and operate its facility (i.e., loading and unloading material);
- Retrieving the material from Silo 3;
- Container and equipment handling and movement;
- General housekeeping;
- Waste packaging;
- Decontamination of equipment during facility shutdown;
- Maintenance;
- Container preparation; and
- Process operations support.

**Figure C.8-3 Workforce Allocation Table**

<b>Construction/Demolition of Treatment System</b>					
<b>Contractor</b>	<b>Wage Description</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					
<b>Waste Retrieval/Transfer</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					
<b>Container Preparation</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					
<b>Stabilization/Solidification</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					



**Figure C.8-3 Workforce Allocation Table (Cont'd.)**

<b>Container Handling/Storage</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					
<b>Waste Packaging</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leader(s)					
<b>Maintenance</b>					
<b>Contractor Job Description</b>	<b>Wage Description Position</b>	<b>Shifts</b>			
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>	<b>No. Employees</b>
Operators					
Teamsters					
Laborers					
Team Leaders(s)					

**Figure C.8-4 Labor Issues Roadmap**

<b>ISSUES</b>	<b>FAT&amp;LC-CBA</b>	<b>GCBCTC-PLA</b>
Health & Safety Oversight	Article IV, Safety & Health	Article XIV, Safety & Health
Role in Staffing	Article III - Stability of Employment Section 3-2 - Assignment of Work Section 3-3 - Training	Article VII - Management Rights
Employee Replacement	Article XVII - Promotions, Transfers, and Temporary Assignments Section 17-4 - Assignment Vacancies Section 17-5 - Classification Vacancies Section 17-6 - Eligibility Section 17-7 - Procedure Section 17-8 - Qualifying Period	Article III - Employment
Dispute Resolution Article IV, Safety & Health, Section 4-3, Disagreement, etc.	Article VIII - Grievance Procedure and Arbitration Article VII - Work Stoppages, Lockouts Section 7-1 - Dispute Resolution Procedure	Article IX - Grievance Procedure and Arbitration
Work Hours	Article XV - Shifts and Premium Pay	Article XI - Hours of Work, Overtime and Shifts
Worker's Group	FDF's Responsibility	Employer's Responsibility
Holidays/Vacation	Article XI - Paid and Unpaid Time Off	Article XII and Appendix A
Wages	Appendix A	Appendix A
Discipline	Article V - "Management Rights"	Article XIII - Working Conditions, Section 13-2, HR 145